

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

Anhui Aido Garment Company, Ltd.  
Plaintiff

Case No.:  
Division:

VS

Knitwork Productions II, LLC  
Defendant

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**COMPLAINT FOR CIVIL CASE ALLEGING BREACH OF CONTRACT  
AND FRAUD**

COMES NOW, Plaintiff, Anhui Aido Garment Company, Ltd., by and through the undersigned counsel and for its Complaint alleges:

Plaintiff, Anhui Aido Garment Company, Ltd., brings this action to obtain relief, restitution and other equitable relief for Defendant, Knitwork Productions II, LLC's, acts, omissions, or practices in Breach of Contract between the parties.

**Parties to This Complaint**

**A. The Plaintiff**

Anhui Aido Garment Company, Ltd.  
South side of Chihe Road  
Dingyuan Economic Development Zone  
Chuzhou City, Anhui Province, China

**B. Defendant**

Knitwork Productions II, LLC.  
1410 Broadway, 24<sup>th</sup> Floor  
New York, New York 10018

**Jurisdiction and Venue**

1. Federal Courts are courts of limited jurisdiction, under 28 USC 1332, Federal Courts may hear cases in which Citizens of one State or Nation sues a Citizen of another State or Nation and the amount at stake is greater than Seventy-Five Thousand Dollars (\$75,000.00).
2. This is an action for damages greater than Seventy-Five Thousand Dollars (\$75,000.00) excluding costs, interest, and reasonable attorney fees.
3. At all times material hereto, Anhui Aido Garment Company, Ltd., is a private limited company, formed in 2018, with its principle place of business, Factory, located at South

side of Chihe Road, Dingyuan Economic Development Zone, Chuzhou City, Anhui Province, China.

4. At all times material hereto, Anhui Aido Garment Company, Ltd., is a private limited company, formed in 2018, with its principle place of business, Office, located at Number 988, West Qunxian Road, Keqiao District, Shaoxing City, Zhejiang Province, China.
5. At all times material hereto, Anhui Aido Garment Company, Ltd., is a private limited company, had two (2) members, Xie Fen and Xue Yang and one (1) Executive Director/g General Manager Xue Ming Hua.
6. At all times material hereto, Anhui Aido Garment Company, Ltd., is a private limited company, member, Xie Fen, listed address is Number 988, West Qunxian Road, Keqiao District, Shaoxing City, Zhejiang Province, China.
7. At all times material hereto, Anhui Aido Garment Company, Ltd., is a private limited company, member, Xue Yang, listed address is Number 988, West Qunxian Road, Keqiao District, Shaoxing City, Zhejiang Province, China.
8. At all times material hereto, Anhui Aido Garment Company, Ltd., is a private limited company, Executive Director/General Manager, Xue Ming Hua, listed address is South side of Chihe Road, Dingyuan Economic Development Zone, Chuzhou City, Anhui Province, China.
9. At all times material hereto, Anhui Aido Garment Company, Ltd's, two (2) listed places of business are in China.
10. At all times material hereto, Anhui Aido Garment Company, Ltd's, two members and one Executive Director/General Manager listed addresses are in China.
11. At all times material hereto, Knitwork Productions II, LLC., is a New York Limited Liability Company, formed in 2007, with its principle place of business located at 1410 Broadway, 24<sup>th</sup> Floor, New York, New York 10018.
12. At all times material hereto, Knitwork Productions II, LLC., a New York Limited Liability Company, had three (3) members; Rozita Pnini, principle member/Chief Executive Officer; Izzy Pnini principle member/founder and Peter Stern, principle member.
13. At all times material hereto, Knitwork Productions II, LLC., a New York Limited Liability Company, only known address for its three (3) members were; New York, United states of America.
14. At all times material hereto, Knitwork Productions II, LLC., a New York Limited Liability Company, registered agent is the Secretary of State for New York whose mailing address for service is: 1639 Center Street, Ridgewood, New York 11385.
15. The actions or omissions giving rise to complaint occurred New York County, New York.
16. There is diversity between the parties for this court to have jurisdiction as required by 28 USC 1332.
17. Any or all conditions precedent to this action have been performed.

### **General Allegations**

18. On or about August of 2018, Anhui Aido apparel Co., Ltd. (Aido) and Knitwork Productions II, LLC., (Knitwork) entered into an Oral Contract whereby Aido would supply specific garments to Knitwork and Knitwork would pay for the supplied garments upon receiving billing from Aido.
19. On or about July of 2018 representatives for Aido were attending a trade show in New York and met with a representative for Knitwork in Knitwork's New York office.
20. Following the July of 2018 meeting Knitwork sent a representative to visit Aido's factory to evaluate Aido's ability to fulfill orders for garments.
21. Subsequent to the factory visit it was agreed by all parties that Aido would supply specific garments to Knitwork and Knitwork would pay for the supplied garments upon receiving billing from Aido.
22. Knitwork placed its first order with Aido on or about August of 2018.
23. Knitwork placed subsequent orders with Aido up until on or about May of 2020 after which Aido would no longer accept orders from Knitwork due to Knitwork's large unpaid balance.
24. Knitwork owes Aido for orders placed and delivered from December of 2019 through May of 2020.
25. Knitwork has an unpaid balance of One Million Three Hundred Sixty Thousand Eight Hundred Seventy-Four Dollars and Sixty-three Cents (**\$1,360,874.63**).
26. Knitwork owes Aido \$1,360,874.63 for garments delivered by Aido but not paid for.
27. Knitwork owes Aido \$1,360,874.63 for garments delivered by Aido for orders placed by Knitwork from December of 2019 through May of 2020.
28. That amount at controversy is greater than \$75,000.00 as required by 28 USC 1332 for this court to have jurisdiction.
29. Aido has performed its obligation under the oral contract by supplying the requested garments to Knitwork on orders placed from December of 2019 through June of 2020.

#### **Count 1 - Breach of Contract**

30. The Plaintiff repeats and re-alleges Paragraph 1 through 29 as if each paragraph were recited verbatim within this Count.
31. The Plaintiff, Anhui Aido Garment Company, Ltd., has performed or substantially performed all its obligations under the oral contract.
32. The Defendant, Knitwork Productions II, LLC., has failed to perform its obligations under the oral contract by refusing to compensate the plaintiff as per the terms and conditions of the oral contract.
33. The Defendant has failed to make payments as per the terms and conditions of the oral contract to the Plaintiff.
34. The Defendant owes the Plaintiff One Million Three Hundred Sixty Thousand Eight Hundred Seventy-Four Dollars and Sixty-three Cents (**\$1,360,874.63**).
35. All conditions required by the oral contract for the Defendant's performance have occurred.

36. The Defendant's breach is a material and substantial breach that goes to the essence of the oral contract.
37. The Plaintiff has been injured by the Defendant's breach.
38. The Plaintiff has had to hire the Law Offices of Liu & Associates PA to file this claim.
39. The Plaintiff has had to pay reasonable attorney costs and fee regarding this claim.

WHEREFORE, Plaintiff, Anhui Aido Garment Company, Ltd, demands judgement for damages against Defendant for Breach of Contract, plus attorney fees and costs.

#### **Count 2- Fraud**

40. The Plaintiff repeats and re-alleges Paragraph 1 through 29 as if each paragraph were recited verbatim within this Count.
41. On or about August of 2018 the Defendants represented to the Plaintiff that they would pay to the Plaintiff certain sums of money if the Plaintiff supplied to the Defendant certain garments.
42. The terms of the agreement were Aido would supply specific garments to Knitwork and Knitwork would pay for the supplied garments upon receiving billing from Aido.
43. Knitwork stopped making payments on or about December of 2019.
44. Knitwork continued placing orders with Aido from December of 2019 through May of 2020.
45. Knitwork made 2 payments in 2020 for a total of \$159,763.95.
46. Knitwork promised Aido they would make all of the payments which were due and past due if Aido would continue to supply garments to Knitwork.
47. These representations were false, and the Defendants knew the falsity of those statements at the time they were made.
48. Plaintiff is informed and believes and thereon alleges that the Defendant had no intention of paying the contracted sums of money for supplying garments to the defendant.
49. The Plaintiff relied on the representations of the Defendant and would not have supplied any garments to Knitwork Productions II, LLC, otherwise.
50. The Plaintiff is informed and believes and thereon alleges that the Defendant's specific purpose was to defraud the Plaintiff with malice toward the Plaintiff.
51. The Plaintiff has been injured by the loss of use of funds and loss of use of supplied garments.
52. The Plaintiff seeks compensatory damages is in excess of \$75,000.00 for said acts.
53. The acts were malicious, fraudulent, and oppressive, justifying an award of punitive damages so that Defendants will not engage in such conduct in the future and make an example of them.
54. The Plaintiff has had to hire the Law Offices of Liu & Associates PA to file this claim.
55. The Plaintiff has had to pay reasonable attorney costs and fee regarding this claim.

#### **Prayer for Relief**

Wherefore, Plaintiff, Anhui Aido Garment Company, Ltd., requests that the Court enter a judgement in its favor and against the defendant, Knitwork Productions II, LLC., as follows:

- a. Awarding Plaintiff damages against Defendant for Breach of Contract; and
- b. Awarding Plaintiff damages, compensatory and punitive against Defendant for Fraud; and
- c. Awarding Plaintiff reasonable attorney fees, costs, interest and expenses of this litigation; and
- d. Ordering any other relief that this Court may deem just and proper.

### **Certification**

Under Federal Rules of Civil Procedure 11, I certify to the best of my knowledge, information and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay or needlessly increase the cost of litigation; (2) is supported by existing law or by nonfrivolous argument for extending, modifying or reversing existing law; (3) the factual contentions have evidentiary support or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirement of Rule 11.

### **Certificate of Service**

I hereby certify that on \_\_\_\_\_, 2021, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system and in the manner specified, either via transmission of Notice of Electronic filing generated by CM/ECF or in some other authorized manner for those counselors or parties who are not authorized to receive electronically Notice of Electronic filings.

Respectfully Submitted,

/S/ Mark A McMillan  
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